
CITY OF SAN ANTONIO ADMINISTRATIVE SERVICES DEPARTMENT

Issued By: DG
BID NO.: 07-016 DG

Date Issued: October 31, 2006
Page 1 of 17

**FORMAL INVITATION FOR BIDS
AUTOMATED REFUSE COLLECTION CAB & CHASSIS**

Sealed bids in triplicate, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time **NOVEMBER 17, 2006**.

The City of San Antonio Administrative Services Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Administrative Services Office in the City Hall Annex, 131 W. Nueva, or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%
AABE Goal: 3% SBE Goal: 50%

This invitation includes the following:

Invitation for Bids

Specifications and General Requirements

Terms and Conditions of Invitation for Bids

Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: _____ Firm Name: _____
(Please Print or Type)

Address: _____

Signature of Person Authorized to Sign Bid _____ City, State, Zip Code: _____

Email Address: _____ Telephone No.: _____

Fax No.: _____

Please complete the following:

Prompt Payment Discount: _____% _____ days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

___ Non-minority ___ Hispanic ___ African-American ___ Other Minority (specify) _____

___ Female Owned ___ Handicapped Owned ___ Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status: ___ Partnership ___ Corporation ___ Sole Proprietorship ___ Other (specify) _____

Tax Identification Number: _____

FOR CITY USE ONLY

AWARD

Items Accepted:	Ordinance No:	Date:	Amount:
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Approved: _____

CITY OF SAN ANTONIO

TERMS AND CONDITIONS OF INVITATION FOR BIDS**READ CAREFULLY****1. GENERAL CONDITIONS**

Bidders are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Open Information Act, Government Code Chapter 552, therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Open Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the Invitation for Bids.
- (b) Where there is a discrepancy between the unit price and the extended price, the unit price shall prevail.
- (c) Any bid that is considered for award on an "all or none" basis must include a price quote for all units or line items. Any bid that is considered for award by each unit or line item must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.
- (d) Alternate bids may be allowed at the sole discretion of the City.
- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

5. SAMPLES, DEMONSTRATIONS AND TESTING

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within **ten** days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, **ten** days after award of the contract.

6. SUBMISSION OF BIDS

- (a) **Bids in triplicate** shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Facsimile bids must be submitted in accordance with Par. 6 (a) above. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

7. REJECTION OF BIDS

- (a) The City may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid; or
 - 2. The bid does not strictly conform to law or the requirements of the bid;
 - 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an "All or None" basis or a "Low Item" basis. An "All or None" basis bid must include all items upon which bids are invited.

- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

8. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

9. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

10. CLARIFICATION TO BID SPECIFICATIONS

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Administrative Services on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Administrative Services on or before **seven** calendar days prior to the scheduled opening.
- (b) The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

11. DISCOUNTS

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum ten days).
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations. Re Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

13. CONTRACT TERMINATION**TERMINATION-BREACH:**

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Administrative Services, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

TERMINATION-NOTICE:

- (b) The City may terminate this contract without cause. The City shall be required to give the vendor notice **ten** days prior to the date of termination of the contract without cause.

TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

14. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the

bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases “as required”, “as soon as possible” or “prompt” may result in disqualification of the bid.

- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director of Administrative Services. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the Administrative Services Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City’s list of eligible bidders as determined by the Administrative Services Department.

15. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Administrative Services Department within **ten** days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.
- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier’s check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within **ten** days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within **ten** days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Administrative Services with the concurrence of the City Manager may return all or part of the performance deposit to the vendor if the Director determines, in the Director’s sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

16. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

17. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

18. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

19. INDEMNITY

- (a) **CONTRACTOR** covenants and agrees to **FULLY INDEMNIFY and HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, and representatives of the **CITY**, individually or collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the **CITY**, directly or indirectly arising out of resulting from or related to **CONTRACTOR'S** activities under this **CONTRACT**, including any acts or omissions of **CONTRACTOR**, any agent, officer, director, representative, employee, consultant or subcontractor of **CONTRACTOR**, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this **CONTRACT**, all without, however, waiving any governmental immunity available to the **CITY** under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this **INDEMNIFICATION** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. **CONTRACTOR** shall promptly advise the **CITY** in writing of any claim or demand against the **CITY** or **CONTRACTOR** known to **CONTRACTOR** related to or arising out of **CONTRACTOR'S** activities under this **CONTRACT** and shall see to the investigation and defense of such claim or demand at **CONTRACTOR'S** cost. The **CITY** shall have the right, at its option and at its own expense, to participate in such defense without relieving **CONTRACTOR** of any of its obligations under this paragraph.
- (b) It is the **EXPRESS INTENT** of the parties to this contract, that the **INDEMNITY** provided for in this section, is an **INDEMNITY** extended by **CONTRACTOR** to **INDEMNIFY, PROTECT and HOLD HARMLESS** the **CITY** from consequences of the **CITY'S OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this section **SHALL APPLY** only when the **NEGLIGENT ACT** of the **CITY** is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage, and shall have no application when the negligent act of the **CITY** is the sole cause of the resultant injury, death, or damage. **CONTRACTOR** further **AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY**, any claim or litigation brought against the **CITY** and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this **INDEMNITY** shall apply, as set forth above.

20. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within **ten** days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

21. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

22. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

23. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Administrative Services Department.

24. ASSIGNMENT

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of San Antonio Administrative Services Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

25. INTERLOCAL PARTICIPATION

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within **ten** calendar days of receipt.
- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

26. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Administrative Services Department at (210) 207-7260 and referenced by bid number.

SPECIFICATIONS AND GENERAL REQUIREMENTS

SCOPE: The City of San Antonio is requesting offers for cab and chassis that will be used for automated side load refuse collection trucks. in accordance with the specifications listed herein. This equipment will be utilized by the Environmental Services Department, Solid Waste Division for residential refuse collection.

GENERAL CONDITIONS:

1. Equipment shall be manufacturer's latest design, standard production model and shall have been manufactured within the last twelve (12) months. All components shall be installed new, unused, and shall be manufacturer's standard equipment unless otherwise specified or replaced herein. Equipment is to be inspected, serviced, and adjusted in accordance with manufacturer's recommended pre-delivery checklist, and ready for operation upon delivery. Manufacturer's Statement of Origin (MSO) showing manufacture within the last 12 calendar months, and completed pre-delivery checklists for chassis and refuse body will be required at delivery. Equipment offered under the below listed specifications will be considered unacceptable if, for any reason, the equipment's, or major component's, long term availability on the U.S. market, or in the local area, is in doubt.
2. Warranty and Parts Dealer and manufacturer must provide the maximum standard manufacture's warranty on all components parts and service included. All components, parts and service are required to provide as a minimum one year unlimited mileage warranty. All warranty times to start the date the vehicle is placed in service, not on the delivery date. The dealer will be notified by letter of the in-service date of each vehicle by serial number. Warranty will be fully explained by attaching separate, authenticated correspondence or entering such information in the remarks section of this bid. Warranty, reliability, and replacement captive parts costs and availability shall be a consideration in award of this bid. Warranty parts and service must be available within Bexar County from and by a factory-authorized dealer (**NO EXCEPTIONS**). All warranty repairs will be completed within three (3) days from the date equipment is delivered to the vendor unless otherwise approved by the appropriate City of San Antonio maintenance superintendent. Bidders will certify that all repairs needed after the warranty period will be available within Bexar County.

DEALER NAME: _____

ADDRESS: _____

3. Equipment Manuals – Successful bidder to furnish one set of operator manuals covering all major components of the vehicle for each unit delivered. Successful bidder shall also provide five (5) complete sets of parts and shop repair manuals or CD ROM's for each item bid, to include all major components, or prepaid 8-year subscription to manufacturer's maintenance/parts web site at no cost to the City.
4. Demonstrations: The City may request, from selected vendors, a demonstration of proposed equipment. The City is under to obligation to demo all products proposed by vendors. If a demonstration is required, the City's Fleet Assistant Operations Manager, will contact the vendor to schedule the product demonstration. This request will be considered a integral part of the bid process. Failure to comply may result in the bid being deemed non-responsive, and therefore, not considered for award. Upon request, the vendor shall have a maximum of five (5) working days to provide and deliver the equipment to a location specified by City for the demonstration. The vendor shall make the equipment available for a minimum of five (5) working days at City's location, but not to exceed ten (10) working days.

5. Evaluation: In the event that a demonstration is required, the equipment will be evaluated on numerous factors, including, but not limited to, meeting minimum bid specifications, operator's ability to maneuver effectively and safely within the cab space, as well as placement of cab instruments and components. Award will be made to the Vendor proposing the combination most advantageous to the City of San Antonio based upon an integrated assessment of the factors noted in this paragraph. This evaluation process may result in award(s) to a higher rated, higher priced Vendor, where the decision is consistent with the evaluation factors and the City has reasonably determined that the technical superiority and/or overall business approach of the higher priced Vendor(s) outweighs the difference in price. To arrive at a selection decision, the City will integrate the evaluators' assessment of the evaluation factors outlined above with those stated elsewhere in these specifications. While the City's source selection evaluation team strives for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgment is implicit throughout the entire process. While the City may award on the basis of lowest, responsive bid, the City reserves the right to award on the basis of best value and/or using the health and safety exception to the competitive bidding rules.
6. All prices will be quoted F.O.B., designated City of San Antonio facility. All bids will be submitted in triplicate and will include complete manufacturer's specifications for each model being bid.
7. Any equipment furnished must meet all Federal and State requirements.
8. City of San Antonio reserves the right to increase or decrease quantity of units being purchased through December 31, 2007, depending on availability of funds. Prices may not be increased during this period; however, the City should benefit from any price decrease. Additional units may be purchased on an "as needed" basis. Successful vendor is required to notify the City of all production "cut-off" dates necessary for order submission.
9. Performance Bond: The successful bidder will be required to furnish a performance bond in an amount equal to 100% of the total price of the new equipment without consideration for trade-in offers. This bond will remain in force until every unit has been delivered and accepted. This bond must be issued by a company licensed and authorized to do business in the State of Texas and have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. Bond to be furnished within ten (10) calendar days of notification.
10. For questions pertaining to technical specifications, please contact Ray Moreno at (210) 532-7569. For questions regarding bidding procedures, please contact Denise D. Gallegos at (210) 207-4044.
11. The City reserves the right to reject any and all bids, and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.
12. All units must be delivered to the City in a ready for service condition.

ITEM	QUANTITY	DESCRIPTION
1	13 Each	Refuse Collection Cab and Chassis, Minimum 64,000 Lbs. GVWR

SPECIFICATIONS: Refuse Collection Cab and Chassis

All equipment furnished under this contract to be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, must also be included. Units shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts to be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished must conform to ANSI Safety Standard Z245.1-1999, as well as any Federal, State or local requirements.

1. The below listed specifications are intended to describe a low entry, cab forward, hydraulic tilt type cab and chassis with the center of the front axle located in line with, or behind the rear of the vehicle cab. Distance of cab to ground clearance to be a maximum of 19 inches, with no add on steps, and must meet any Federal, State or local requirements. Maximum insulation for the engine compartment will be used to prevent engine heat and noise from penetrating into the cab.
2. Engine – Diesel, 4-cycle, water cooled, minimum 10-liter, minimum 330 horsepower rated at manufacturers recommended RPM (2,100 Max RPM), producing a minimum of 1250 lb. ft. of torque at 1,200 RPM, equipped with electronic multiple variable speed governor with power take off controls. Dual-element, dry-type air cleaner with cleanable outer element, replaceable safety element, and restriction warning light on the dash. Filter housing and associated plumbing to be mounted to the left side of the cab where it will not obstruct the operator's view of the lift arm. Engine idle time will be limited to 5 minutes, cruise control will not be activated. Road speed electronically controlled to 65 miles per hour +/- 2 MPH.
3. Engine Protection – All diesel engines furnished under this bid shall be protected by an OEM installed engine protection system. As a minimum, the system will monitor engine oil pressure, as well as engine and transmission temperatures. Engine fuel solenoid must be de-energized and engine automatically stopped when any of the functions being monitored are unsafe per the manufacturer's specifications, system must provide time limited automatic override. System must provide audio and visual alarms for 30 seconds prior to shutdown.
4. Cooling System – Maximum capacity offered by the manufacturer. Coolant to be extended life, mixed to protect to -34° F. Silicone coolant hoses with stainless steel constant torque type hose clamps. Full flow, spin-on type, coolant filter. Low coolant warning to be provided.
5. PTO – Engine to be provided with crankshaft access through grill for a PTO adapter.
6. Transmission – Allison 4500RDS, with six speed programming, or proven equal, with push button controls and programmed with automated refuse software push button controls. Unit to have largest capacity oil pan that will fit this application and filled with synthetic transmission fluid and be covered by the manufacturer's extended warranty (60 months, unlimited miles, 100% parts and labor). Transmission cooler must be oil to water type. Equipped with a positive interlock, which cannot be overridden, preventing movement of truck unless automated arm is in the fully retracted position (**NO EXCEPTIONS**). Dual push-button style keypad shift controllers, each has illuminated digital display with indicator lights, low fluid level indicator, diagnostics, and gear / mode selection display.

7. Electrical – Units to be equipped with four 12 volt, heavy-duty batteries (minimum 2700 CCA) and battery disconnect switch. Alternator to be 12 volt, minimum 200 amps, and gauge of lead wires to be sufficient to meet calculated load for this application. (See brake retarder below.) All wiring to be abrasion resistant and designated for severe service/heavy-duty use. Circuit breakers, manual reset with trip indicator minimum, to be used in place of fuses. Speedometer, tachometer, odometer, oil pressure, hour meter, fuel level, voltmeter, coolant temperature and air pressure gauges must be installed. Wiring will be routed so there will be no exposed wires, harnesses, or electrical boxes in the area around driver's feet or legs in either driving position.
8. Frame – Minimum 3,300,000 RBM, double frame, maximum side rail depth in body mounting area, 11 inch (required to maintain lowest possible complete vehicle height). All structural components, rails, braces, supports, etc., must be assembled, constructed, and/or attached with "Huck-Bolt" type fasteners.
9. Front Axle – Minimum 20,000 lbs. capacity with minimum 20,800 lbs. springs, hub piloted steel hubs, out-board mount type brake drums with Stemco or proven equal front wheel visible cap bearing oiler. Springs shall be parabolic design. Front shock absorbers to be heaviest duty available for specified axle. Minimum wheel cut 40 degrees.
10. Steering – Dual (left and right side), integral power steering (assist cylinders, if any, must be mounted above front axle). Maximum turning radius 38 feet wall to wall, left and right. Any steering components that could contact operator's legs/knees will be covered with high density foam.
11. Rear Axle – Minimum 46,000 lbs., single speed tandem drive, to be Eaton DS 454-P, or proven equal, with inter-axle and all-wheel differential locks, equipped with hub piloted steel hubs, out-board mount type brake drums. The interlock shall be equipped with an audible interlock alarm in the cab. The alarm must be engage when the interlock is in the on position. Gear ratio installed must be capable of 70 mph +/-2 mph geared road speed at full engine governed RPM. Stemco or proven equal oil rear seals.
12. Rear Suspension – Minimum 46,000 lbs capacity, Hendrickson HMX-460 or proven equal. Hendrickson's "Ultra Rod" torque rods must be used with Hendrickson HMX-460. Suspension will have heaviest duty shock absorbers available. Auxiliary spring gap must be properly adjusted after body installation, and prior to delivery to the City.
13. Wheels & Tires – All wheels to be 10-hole hub piloted steel disc wheel, 22.5 X 9.0. Tires 315/80R, 22.5-20 ply (L) with on/off highway tread design, rib cut and chip compound, tubeless, steel belted.
14. Brakes – Full air, Bendix ABS brake control system, S-cam service brakes. Brakes to be the maximum size offered O.E.M., minimum 16- $\frac{1}{2}$ x 7 front and 16- $\frac{1}{2}$ x 8- $\frac{5}{8}$ rear. Front and rear Rockwell or proven equal automatic slack adjusters with stroke indicators. Minimum 15 CFM compressor, Midland Pure Air Plus Dryer Model DA-33100 with automatic drain valves Model KN-24000, or proven equal, and a manual drain valve on each tank with pull chains accessible from the side of the truck. Spring set parking brakes on both rear axles. All brake drums to be cast iron without dust shields. Brake linings to be non-asbestos, severe service. Quick connect coupling to be located in a protected area near the front bumper but not attached to the front bumper (Milton 747 or proven equal). Brake pedals used in both driving positions will be identical in design and placement in relation to accelerator pedal.
15. Secondary Braking System – Equipped with an electromagnetic driveline brake retarder system that is compatible with the GVWR, engine, transmission, alternator, and brake system. Brake retarder must be activated when transmission is shifted into drive, and no switch inside the cab allowing the operator to

disengage the brake retarder. Engaged retarder will be split between the accelerator and the brake pedal. Retarder engagement to occur when driver releases the accelerator (60%) and when the driver depresses the brake pedal (40%). Vendor must provide calculation formula for determining size of retarder upon request.

16. Fuel System – To be equipped with minimum 70-gallon metal tank. Fuel filtration system to include primary and secondary type fuel filter(s) with water separator. A full flow strainer must be installed in filler neck. Access to fill neck will not be obstructed by body components. All fuel lines to be steel braided.
17. Units to be equipped with the following additional equipment as a minimum:
 - A. Motorized, West Coast type, right and left hand, heavy-duty, 6 inch x 16 inch split focus, (approximately 2/3 flat area, 1/3 adjustable convex) breakaway type, mirrors.
 - B. Air horn(s) and minimum single electric horn. Air and electric horns will be operable from both driving positions.
 - C. Driver seats to be high back bucket type, National Cush-n-Aire or proven equal.
 - D. Turn indicators and four-way flasher front and rear
 - E. Windshield wiper/washers with minimum 3 speed or variable speed wipers. Washer reservoir must not be mounted inside cab.
 - F. 10-lb., ABC type fire extinguisher securely mounted in the cab.
 - G. DOT triangle warning kit securely mounted in the cab.
 - H. Cab grab handles, both sides.
 - I. Two (2) front tow hooks, frame attached, tow hooks to be designed and installed to allow for lifting and towing of vehicles
 - J. Exterior sun visor, painted same color as cab. Interior sun visors for both driver positions.
 - K. Arm rest, both sides.
 - L. Minimum AM/FM radio with two speakers.
 - M. All ignition switches, door locks and tool boxes keyed alike. Minimum of three keys to be provided with each truck.
 - N. Cigar lighter/power port.
 - O. Backup alarm.
18. Color – OEM white.
19. Exhaust System – Muffler, vertical tail pipe, heat guard, and 90-degree elbow.
20. Air Conditioning – Air conditioning with integral heater and defroster units supplied under this specification to be OEM installed and designed for use with R-134A refrigerant. System must be capable of maintaining a temperature inside the operator cab of 70° F or less with an ambient temperature of not less than 95° F with a relative humidity of not less than 90%. As a minimum, system must have a radiator-mounted condenser, 3-speed fan and variable thermostat. If radiator mounted condenser is not practical, remote mount must be approved by the Assistant Fleet Maintenance and Operations Manager before installation. All air conditioner components to be compatible and recommended for end item. Vehicles to be equipped with tinted glass and insulated cab headliner.
21. Front Fenders – Must prevent debris or spray from wheels on wet road surfaces from being projected on the vehicle cab area or rearview mirrors.

PRICE SCHEDULE

ITEM	QUANTITY	DESCRIPTION
1	13 Each	Refuse Collection Cab and Chassis, Minimum 64,000 Lbs. GVWR
		\$ _____ Price Each
		\$ _____ TOTAL

BIDDER MUST FILL IN THE FOLLOWING:

A) MAKE & MODEL CAB & CHASSIS:

B) SPECIFIC MAKE & MODEL OF TRANSMISSION OFFERED:

C) SPECIFIC MAKE & MODEL OF ENGINE OFFERED (INCLUDE SAE NET HP):

D) DELIVERY: Delivery will be made within _____ calendar days after issuance of purchase order.

Statement:

“Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us <<http://www.ethics.state.tx.us>>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205.”

IMPORTANT MAILING INSTRUCTIONS:

MAIL TO: CITY CLERK
P.O. BOX 839966
SAN ANTONIO, TX 78283-3966

PHYSICAL ADDRESS: CITY CLERK
CITY HALL (COMMERCE ST. & FLORES ST.)
100 MILITARY PLAZA, 2ND FLOOR
SAN ANTONIO, TEXAS 78205

MARK ENVELOPE: "BID TO FURNISH AUTOMATED REFUSE
COLLECTION CAB AND CHASSIS"
BIDS TO BE OPENED: 2:00 P.M., NOVEMBER 17, 2006
BID NO.:07-016 DG

REMARKS:

City of San Antonio
Administrative Services Department
Purchasing Division

Formal Tabulations and Awards by Solicitation Number

The Purchasing Division will post preliminary tabulations within seven (7) days of the advertised bid opening. The information on these tabulations will be posted for informational purposes only, and will be posted as read by the City Clerk's Office during the bid opening. This tabulation is **not** a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents. The Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the San Antonio City Council. The San Antonio City Council makes the final determination regarding award of contracts where the expenditure is over \$25,000.

The Purchasing Division does not notify bidders as to the outcome of bids. If you are awarded a contract, the Purchasing Division will inform you of the award. In order to determine the status of your bid, you are encouraged to check the City's website at www.sanantonio.gov and view link for the City Council agenda. City Council meeting agendas are posted every Monday morning for regularly scheduled meetings held on the following Thursday. Review the agenda to see whether your bid will be considered at the Thursday meeting. Final bid tabulations indicate the recommendation that is being made by the Purchasing Division, and may be obtained by viewing the City's e-agenda, or requesting them from the City Clerk's office, once the item has been posted on the agenda.